

# BUTLER & BINION

ATTORNEYS AT LAW  
A PARTNERSHIP INCLUDING  
PROFESSIONAL CORPORATIONS

1600 ALLIED BANK PLAZA  
HOUSTON, TEXAS 77002

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3787815 237-3201

1747 PENNSYLVANIA AVENUE, N. W.  
WASHINGTON, D. C. 20006  
(202) 466-6900

January 13, 1986

RECORDATION NO. 13848-14

7 10:30

INTERSTATE COMMERCE COMMISSION

1/17/86

Page 1 of 1

1000 Washington, D. C.

Interstate Commerce Commission  
12th and Constitution Avenues, N. W.  
Room 2303  
Washington, D. C. 20423

Attention: Mildred Lee

Re: Document for Recordation

Dear Ms. Lee:

I have enclosed an original and one certified copy of an Amendment to Security Agreement (Railtex, Inc.), a secondary document, to be recorded pursuant to 49 U.S.C. §11303. This document is dated November 27, 1985 and is submitted in reference to an I.C.C. recorded Security Agreement, I.C.C. recordation number 13848.

The names and addresses of the parties to this document are as follows:

Debtor: Railtex, Inc.  
4901 Broadway, Suite 231  
San Antonio, Texas 78209

Secured Party: Allied Bank West Loop, N. A.  
P. O. Box 4401  
Houston, Texas 77210

A description of the equipment covered by the Amendment to Security Agreement is attached to the document as Exhibit A.

A recording fee of \$10.00 is enclosed to cover the cost of recording this Amendment to Security Agreement.

Please return the original and any extra copies not needed by the I.C.C. to the undersigned at Butler & Binion, 1776 Allied Bank Plaza, 1000 Louisiana, Houston, Texas 77002.

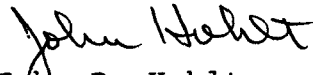
Interstate Commerce Commission  
January 13, 1986  
Page 2

A short summary of the document to appear in the index is as follows:

Amendment to Security Agreement between Railtex, Inc., 4901 Broadway, Suite 231, San Antonio, Texas 78209 ("Debtor"), as Debtor, and Allied Bank West Loop, N. A., P. O. Box 4401, Houston, Texas 77210 ("Secured Party"), as Secured Party, dated November 27, 1985, by which Debtor and Secured Party amended the terms and conditions of that certain Security Agreement dated November 10, 1982, recordation number 13848, by and between Debtor and Allied Bank of Texas ("ABOT"), covering 50 rapid discharge button dump rail cars, marked TRAX 1050-1099 inclusive, and 10 open top hopper cars, marked TRAX 110-119 inclusive, as more fully described therein, all of the rights of ABOT under said Security Agreement having been assigned by ABOT to Secured Party.

If you have any questions regarding this matter, or if you need additional information, please call me at (713) 237-3681.

Very truly yours,

  
John R. Hohlt

JRHO:129/L  
Enclosures

cc: Mr. Joseph H. Argue, III  
Allied Bank West Loop, N. A.

Mr. Phillip W. Lacy (Firm)

**Interstate Commerce Commission**  
**Washington, D.C. 20423**

1/17/86

**OFFICE OF THE SECRETARY**

John R. Hohlt  
Butler & Binion  
1600 Allied Bank Plaza  
Houston, Texas 77002

Dear Sir:

The enclosed document(s) was recorded pursuant to the provisions of Section 11303 of the Interstate Commerce Act, 49 U.S.C. 11303, on 1/17/86 at 10:20am , and assigned re-recording number(s). 13848-A + 14338-B

Sincerely yours,

*Agatha L. Mergenovich*  
Agatha L. Mergenovich  
Secretary

Enclosure(s)

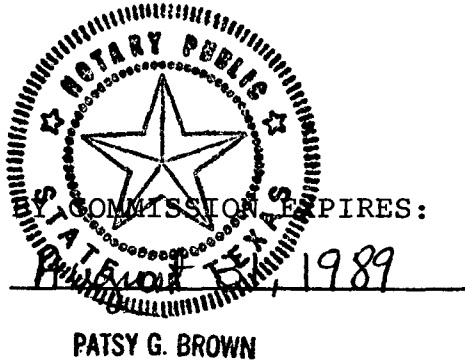
13848-A  
JAN 17 1986 10 20 AM  
INTERSTATE COMMERCE COMMISSION

CERTIFICATE

REGISTRATION  
INTERSTATE COMMERCE COMMISSION

I hereby certify that I have compared the attached copy of an Amendment to Security Agreement (Railtex, Inc.) with the original and have found the attached copy to be a true copy of the original Amendment to Security Agreement (Railtex, Inc.), complete and identical in all respects to the original.

WITNESS MY HAND AND SEAL, on this 13<sup>th</sup> day of January, 1986.



Patsy G. Brown  
Notary Public in and for  
the State of Texas

JRHO:129/M

AMENDMENT TO SECURITY AGREEMENT  
(RAILTEX, INC.)

This Amendment to Security Agreement is made by RAILTEX, INC., a Texas corporation, with its principal office at 4901 Broadway, Suite 231, San Antonio, Texas 78209, hereinafter called "Debtor," herein acting by and through its duly authorized officer, and ALLIED BANK WEST LOOP, N.A., a national banking association, with its principal office in Houston, Harris County, Texas.

W I T N E S S E T H:

WHEREAS, Debtor previously executed that certain Security Agreement (the "Security Agreement") on sixty (60) rail cars described in Exhibit "A" attached hereto and made part hereof to secure the indebtedness of Debtor to Allied Bank of Texas in the original principal sum of ONE MILLION FOUR HUNDRED THOUSAND AND NO/100 DOLLARS (\$1,400,000.00), plus interest, which indebtedness is evidenced by one certain promissory note dated November 10, 1982, executed by Debtor, and payable to the order of Allied Bank of Texas at Houston, Harris County, Texas (hereinafter sometimes called the "\$1,400,000.00 Note");

WHEREAS, the Security Agreement was duly recorded on the 17th day of November, 1982, under Recordation No. 13848 of the Records of the Interstate Commerce Commission; and

WHEREAS, the \$1,400,000.00 Note together with a promissory note dated June 1, 1984 in the original principal amount of \$1,230,000.00 (the \$1,230,000.00 Note together with the \$1,400,000.00 Note being hereinafter collectively referred to as "said Indebtedness"), and all liens, security interests, and assignments securing payment of same, were assigned by ALLIED BANK OF TEXAS to ALLIED BANK WEST LOOP, N.A. (hereinafter referred to as "Secured Party"); and

WHEREAS, Secured Party is the present owner and holder of said Indebtedness; and

WHEREAS, Secured Party and Debtor desire to amend the Security Agreement to reflect the renewal, extension and rearrangement of the unpaid principal balance of the \$1,400,000.00 Note, but not novation or discharge thereof, and the cross-collateralization of all of said Indebtedness by the Security Agreement;

NOW THEREFORE, for and in consideration of the mutual premises, covenants and agreements herein contained, the parties hereto agree as follows, intending to be legally bound:

Section 1. Amendments. The Security Agreement is hereby amended as follows:

(a) The definition of "Secured Party" in the Security Agreement is hereby amended to provide that "Secured Party" shall mean "Allied Bank West Loop, N.A."

(b) Section I of the Security Agreement is amended to hereinafter read as follows:

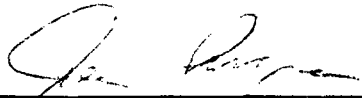
"The security interest and lien granted hereby is to secure the payment of (i) that certain promissory note dated as of November 10, 1985, in the original principal sum of \$1,111,234.75, together with any and all extensions, rearrangements and renewals thereof, executed by or on behalf of Debtor and payable to the order of Secured Party in the manner as therein provided; (ii) that certain promissory note dated June 1, 1984, in the original principal amount of \$1,230,000.00, together with any and all extensions, rearrangements and renewals thereof, executed by or on behalf of Debtor and payable to the order of Secured Party; and (iii) any and all other indebtedness and liabilities whatsoever of the Debtor to Secured Party, whether direct or indirect, absolute or contingent, due or to become due, whether now existing or hereafter arising and howsoever evidenced or acquired, and whether joint or several (all of which are hereinafter sometimes called the "Obligations"). DEBTOR ACKNOWLEDGES THAT THE SECURITY INTEREST AND LIEN HEREBY GRANTED SHALL SECURE ALL FUTURE ADVANCES AS WELL AS ANY AND ALL OTHER OBLIGATIONS AND LIABILITIES OF DEBTOR TO SECURED PARTY WHETHER NOW IN EXISTENCE OR HEREAFTER ARISING."


Section 2. Continuing Force and Effect. Debtor and Secured Party hereby further agree that all other terms and conditions of the Security Agreement shall remain in full force and effect.

IN WITNESS WHEREOF, on this 27<sup>th</sup> day of November, 1985, Debtor and Secured Party have executed this Amendment to Security Agreement.

ALLIED BANK WEST LOOP, N.A.


RAILTEX, INC.

By   
"SECURED PARTY"

By   
"DEBTOR"

THE STATE OF TEXAS §  
§  
COUNTY OF BEXAR §

On this 27<sup>th</sup> day of November, 1985, before me personally came and appeared BRUCE M. FLOHR, who, being duly sworn, did depose and say that he is the President of RAILTEX, INC., the corporation described in and which executed the foregoing Amendment; that he signed his name thereto by the order of the Board of Directors of said corporation, and he acknowledged to me that he executed said Amendment as such officer of said corporation and that the same is the free and voluntary act and deed of said corporation and of himself as such officer thereof, for the uses and purposes therein expressed.

  
Notary Public in and for  
the State of Texas

My Commission Expires:

5-5-88



THE STATE OF TEXAS §  
COUNTY OF HARRIS §

On this 30th day of November, 1985, before me personally came and appeared Joseph H. Argue, III, who being duly sworn, did depose and say that he is the President of ALLIED BANK WEST LOOP, N.A., a national banking association, the banking association described in and which executed the foregoing Amendment; that he signed his name thereto by the order of the Board of Directors of said corporation, and he acknowledged to me that he executed said Amendment as such officer of said corporation and that the same is the free and voluntary act and deed of said corporation and of himself as such officer thereof, for the uses and purposes therein expressed.

  
\_\_\_\_\_  
Notary Public in and for  
the State of Texas

My Commission Expires:

07-12-88

JRHO:109/I

## EXHIBIT A

### New Cars

Fifty (50) New "Rapid Discharge" TM Self-cleaning, Bottom Dump Rail Cars, manufactured by Ortner Freight Car Company, Model No. OC-5025 (100-ton) Specification No. EX-279, having AAR Mechanical Designation HTS, and AAR Car Type Code K340 with cubic capacity of 2300 cubic feet. Cars are marked with road numbers TRAX 1050 - 1099 inclusive.

### Collateral Cars

Ten (10) Used, Open top hopper cars having AAR Mechanical Designation HT, AAR Car Type Code H150, with 70-ton capacity, 2608 cubic feet capacity, having road numbers TRAX 110 - 119 inclusive.